

AFFILIATION AGREEMENT FOR STATE AERIES
OF
THE FRATERNAL ORDER OF EAGLES

This Agreement is between the Grand Aerie of the Fraternal Order of Eagles, a nonprofit IRC Section 501(c) (8) Washington corporation, (“Grand Aerie”) and _____ State Aerie (“State Aerie”).

In consideration of the mutual benefits to the respective parties, the Grand Aerie and the State Aerie agree to the terms set forth below.

IT IS AGREED:

1. ACKNOWLEDGEMENTS AND AFFILIATION.

(a) Grand Aerie and State Aerie acknowledge that they are separate and autonomous legal entities that are individually operated and Grand Aerie’s relationship is based on contract and State Aerie is not an operationally controlled entity nor is its daily governance and decision making controlled by Grand Aerie. State Aerie’s Board of Directors exercises its fiduciary duty in governing the organization and its actions. The parties acknowledge this Agreement was negotiated and entered into at arms-length.

(b) Grand Aerie and State Aerie agree to affiliate with each other pursuant to the Agreement to mutually assist each other in matters of common interest and value and the Grand Aerie and State Aerie agree they will use their best efforts to cooperate in the fulfillment of this Agreement as described below.

2. AGREEMENT

(a) **THE GRAND AERIE AGREES:**

1. To provide for the enactment, promulgation, amendment or repeal of a Constitution, Statutes, Laws, Rituals, and Rules and Regulations for the governance of the Grand Aerie, its subordinate units, including State Aeries.

2. To recognize the autonomy of the State Aerie and its general jurisdiction over its own internal affairs in such manner as it shall see fit, not in conflict with the Laws of the Order.
3. To assist State Aeries with such activities as deemed appropriate by the Grand Aerie.
4. To develop membership programs for the purpose of assisting State Aeries in maintaining and increasing the membership of the Order.
5. To issue and to provide for the suspension, revocation, or reinstatement of the Charter of the State Aerie.
6. To perform tasks necessary and incident to the development, progress, growth and welfare of the Grand Aerie, its subordinate units, including State Aeries, as may generally be performed by a fraternal benefit society.

(b) **THE STATE AERIE AGREES:**

1. To operate in conformity with and incorporate into the bylaws of the State Aerie as controlling, the Articles of Incorporation, Constitution, and Statutes of the Fraternal Order of Eagles, as from time to time amended.
2. To operate at all times in conformity with all applicable federal, state, and local laws, regulations and ordinances.
3. To comply with membership reporting requirements established by the Grand Aerie, including but not limited to subscription to and use of the Membership Management System (MMS) for tracking and processing all membership information.
4. To submit any and all documents requested by the Grand Aerie even if not specifically noted in the Constitution and Statutes of the Fraternal Order of Eagles.
5. To follow the provisions of Statute 39.6 pertaining to dissolution, and that the Grand Aerie may suspend the State Charter and assign an Agent to oversee the affairs of the State Aerie and that the Agent shall have power with regard to the State Aerie the same as outlined in Statute 39.4.

6. To maintain general liability insurance and name the Grand Aerie of the Fraternal Order of Eagle as an Additional Insured in their liability policy.

7. Annually, at the direction of the Grand Aerie, the State Aerie shall submit all documents required by the Grand Aerie. Including but not limited to the following:

- (1) Annual federal tax return Form 990 or equivalent;
- (2) Any changes to State Aerie's bylaws or governing documents;
- (3) Names and contact information of State Aerie officers and directors;
- (4) Names of committee members as required by Constitution and Statutes;
- (5) Copy of current insurance policy;
- (6) Any other information that has been requested in writing.

8. Prior to any name or affiliation change or transfer of assets, the State Aerie shall seek prior written authorization from the Grand Aerie Board of Grand Trustees.

9. To incorporate, and comply with the requirements set forth in the Laws of the Order, as well as Federal, State and local laws.

10. To maintain the books, accounts, receipts and records of the State Aerie in the form prescribed by the Grand Aerie.

11. When requested by the Grand Aerie, to provide the Grand Aerie with any and all further assurances of compliance with, adherence to, or activity involving this Agreement, Grand Aerie Constitution and Statutes, or the principles and governing mission of the Grand Aerie.

12. To remise, release, waive and forever discharge the Grand Aerie, its officers, directors, employees, agents, members, assigns, from all liability, claims, demands, damages, expenses, actions or causes of action, known or unknown, and hold the Grand Aerie harmless from any actions resulting from the performance, nonperformance of this Agreement and the relationship resulting there from. Further agrees not to bring suit or legal action for any past, present, or future claims.

13. To use its best efforts to ensure that its leadership receives training and education on issues relevant to the State Aerie including, but not limited to: corporate and tax law, governance, fiduciary duty and the Constitution and Statutes and regulations of the Grand Aerie. Further agrees not to bring suit or legal action against the Grand Aerie for any past, present, or future claims.

14. The State Aerie also agrees to all the terms and conditions of the Constitution and Statutes of the Fraternal Order of Eagles as from time to time amended.

(c) **THE GRAND AERIE AND THE STATE AERIE JOINTLY AGREE:**

1. The parties acknowledge that they are separate and autonomous legal entities, and that the State Aerie is not operationally controlled in its daily governance and decision making by the Grand Aerie.

2. The parties agree that the relationship of the Grand Aerie and the State Aerie is not intended to create an agency relationship of any kind, and both agree not to contract any obligation in the name of the other, or to use each other's credit in conducting any activities under this Agreement.

3. The Grand Aerie grants to the State Aerie a license to use the registered marks of the Grand Aerie under the following:

(a) In general. Grand Aerie licenses State Aerie to use its name and logo, as an official Aerie, during the term of this Agreement, in connection with State Aeries activities to promote the common mission. In order to protect the good name and integrity of Grand Aerie, Grand Aerie retains the right to review and approve all uses of said name and marks in advance, but will not unreasonably withhold its approval.

(b) Acknowledgement. State Aerie acknowledges that Grand Aerie is the lawful owner of the name, "Fraternal Order of Eagles" and the acronym "FOE" and its associated trademarks used in its business, and State Aerie agrees that it will take no action inconsistent with Grand Aerie's ownership of its name, and the acronyms and trademarks.

4. The parties individually agree to indemnify and hold the Grand Aerie harmless for any and all claims, losses, damages, liabilities, including reasonable attorney's fees, incurred by the Grand Aerie, and will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted by either party. These obligations shall survive indefinitely the termination of this Agreement.

5. By executing this Agreement, neither the Grand Aerie nor the State Aerie waives any constitutional, statutory, or common law defenses.

6. This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of Ohio and the parties both consent to the jurisdiction (personal) of Ohio. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation

shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorney's fees.

3. TERM OF AGREEMENT AND TERMINATION

1. This Agreement shall expire on May 31, 2025; however, shall remain in force until a new Affiliation Agreement is entered into by the parties.

2. If this Agreement is terminated by The Grand Aerie for Cause, or if State Aerie attempts to terminate this Agreement without cause or for convenience, the parties acknowledge that actual damages hereunder are difficult, if not impossible, to ascertain, and the parties Agree, and acknowledge as reasonable, that the Grand Aerie shall have right to pursue all its rights as specified in the Constitution and Statutes of the Fraternal Order of Eagles.

This Agreement was adopted at a duly convened meeting of the State Aerie held on the _____ day of _____, 2020.

GRAND AERIE:

_____ **STATE AERIE:**

Signature of Authorized Official and Title

Signature of State President

Date

Date _____

Signature of State Secretary

Date